

1 supercargo view, and certainly they're used in a lot
2 of cases because we actually have an advantage that
3 you can gain. You can maintain cargo and check the
4 batteries and so forth. It's very difficult to do
5 that on a tug barge service.

6 Q We have mentioned so far, I think, three categories
7 which are typically air transport: required delivery
8 date, perishables, and passengers.

9 Any other categories?

10 A Things like unaccompanied baggage, household goods
11 that are really susceptible to movement by either
12 mode, depending on the standard of service and any
13 impact that may happen to the service member or their
14 family so that the MILSTAMP provides for the cargo to
15 be routed as it's required based on the individual
16 circumstances.

17 Certain types of mail are moved; a lot of parts,
18 readiness parts; parts for, as you mentioned, like a
19 helicopter or an aircraft or something; obviously
20 based on quality of life, heating, whatever it might
21 be in Adak; that late availability from a vendor; the
22 availability not an issue, but when you have the
23 breakdown needing to order it and getting it moved--
24 you could have large or small pieces of equipment
25 that might be involved in that. An operation--

1 whatever decision they might make about what they
2 need to get done.

3 Q You mentioned unaccompanied baggage.

4 Define that term, please.

5 A That's a small portion of the overall household goods
6 that a member moves that they can move separately
7 from the major move, major household goods.

8 You might have at your house-- you would have a
9 whole house full of furniture and clothes and so on
10 and so forth. There would be the household move and
11 then there would be a small portion of that that
12 could be carried as a separate entitlement, if you
13 will, and then a movement of that for the service
14 member.

15 Q Is that a descriptor for baggage that one may
16 normally carry as they travel--

17 A Well, generally sometimes going to some isolated area
18 they might arrange some sort of-- it can be moved--
19 it is normally moved really as delivered on a certain
20 date, so it doesn't have to actually be with the
21 individual.

22 Q And unaccompanied baggage, I take it, can have a
23 required delivery date?

24 A Yes. The standards of service are fairly
25 straightforward on that.

1 The kind of priorities and the exemptions that
2 the individual services make for like standard
3 household goods, the movement-- there are standards
4 about what the movement pattern is. Normally
5 household goods obviously moves on routine surface
6 transportation, but in the case if it impacts a
7 service member, family, service member issues, maybe
8 his-- maybe he is transferring to another location
9 and the movement of household goods needs to be
10 expedited going back, and therefore the decision is
11 made that they have to go by air because you have to
12 meet the requirement that the customer has.

13 Q And the customer in this discussion goes right down
14 to the individual serviceman or woman?

15 A The individual might have a particular situation that
16 the service would consider.

17 The service then has, within its personal
18 property, guidelines and policies that they utilize
19 to determine what exceptions, if you will, for like a
20 standard household goods movement that would apply.

21 You could have issues in which a service member,
22 they've made an assignment for him, and maybe they
23 need to have him transferred to some location, and
24 therefore within their policy guidelines they might
25 allow air freight in that case.

1 subservient role because you are helping somebody
2 else that has higher responsibility or you could be
3 asked to assist because you actually have a superior
4 role and you have superior knowledge.

5 Which category was your assistance?

6 A I think I was asked to assist because of experience
7 and knowledge that I had about ocean transportation.

8 Q Do you know who the employee was that you assisted in
9 1993, 1994?

10 A Well, it would have been the individuals-- there
11 would be a few individuals in there. I don't recall
12 the exact names. We would have to go back and look.

13 Q Okay. And do you recall the nature of your
14 assistance?

15 A As I said, we were to review the performance work
16 statement, to review the requirements, to look at the
17 contract itself to see whether or not there were
18 changes that might be reasonable to make.

19 Q Do you know if in the 1993, 1994 time period the Adak
20 contract was a requirements type contract?

21 A Yes, to my knowledge it was.

22 Q Is it typical that designated service contracts are
23 requirements-type contracts?

24 A I think historically they had been requirements
25 contracts, but a lot of those contracts were

1 converted to IDIQ contracts.

2 Q What is an IDIQ contracts?

3 A Indefinite delivery, indefinite quantity.

4 Q Would you define for us, first, a requirements
5 contract, and then I'll ask you to define it and
6 perhaps distinguish an IDIQ contract.

7 MS. FRANKEN: I am going to object to
8 the extent you're calling for a legal definition, but
9 he can certainly give you his operational
10 understanding.

11 THE WITNESS: A requirements contract
12 would be a contract in which the government provides
13 a reasonable forecast of the work that would be
14 performed, and the contractor is entitled to meet
15 those requirements as they develop, but there is no
16 guarantee of cargo, in this particular case, that
17 would be made available to the carrier or contractor
18 under the contract.

19 An IDIQ contract would be that the government
20 guarantees a minimum amount of work under the
21 contract up to a maximum, and therefore the
22 contractor does, in fact, receive the minimum under
23 the contract, whereas under a requirements contract
24 there may not be cargo that materializes.

25 Q (By Mr. Royce) Under a requirements contract, is it

1 correct that cargo which does materialize within the
2 scope of the requirements contract would be moved by
3 the contractor that had the requirements contract?

4 A A contractor for ocean transportation would receive
5 the cargo that would be submitted within the contract
6 for ocean transportation.

7 Certainly as the government had ocean contract
8 requirements, it would feed those requirements to
9 that contractor.

10 Q And if there were ocean contract requirements and
11 cargo which satisfied that definition that was
12 transported, for instance, by air, would that
13 constitute a breach of the requirements contract for
14 marine transportation?

15 MS. FRANKEN: Objection; calls for a
16 legal conclusion, incomplete hypothetical.

17 If you understand the question, you may answer
18 the question.

19 THE WITNESS: An ocean contract, the
20 carrier would be entitled to cargo that was
21 designated for movement by the agency's services
22 that's going to move by that mode.

23 To the extent that there was cargo that was going
24 to move by air, the carrier would not have any
25 entitlement for cargo that's moved outside the ocean

1 service that the carrier provides.

2 Q (By Mr. Royce) In an ocean transport requirements
3 contract, if the cargo didn't have a required
4 delivery date making it unsuitable for ocean
5 transport, if the cargo was not perishable making it
6 unsuitable, if the cargo was neither passengers nor
7 live animals or unaccompanied baggage, would you
8 expect that cargo would move by ocean transport?

9 MS. FRANKEN: Objection; calls for a
10 legal conclusion, incomplete hypothetical.

11 If you understand the question, you can answer.

12 THE WITNESS: The requirement to move
13 cargo by ocean transportation is made by the shipper
14 of the cargo, and in relationship to the consignee's
15 requested delivery dates and so on for the cargo.

16 If the cargo is offered up for ocean
17 transportation, then we would have it move by the
18 ocean contractor. If the cargo is not offered up for
19 ocean transit, then it would not move by the carrier.

20 Q (By Mr. Royce) Who is the person or what is the
21 office that makes the decision whether to offer cargo
22 for ocean transportation or instead move it by air in
23 the Adak setting?

24 A If you look at the standard process, the contracting
25 vehicle for ocean transportation is provided then to

1 the shippers in the defense transportation system.

2 To the extent that they have cargo that needs to move
3 by ocean, given the parameters of the ocean and the
4 type of cargo, then that cargo is then offered
5 through the organization that books for ocean
6 transportation, which would have been MTMC back in
7 that time frame.

8 If, in fact, it was cargo that was going by air,
9 it would have been offered up through AMC.
~~AMC~~

10 Q I think where we're maybe having difficulty is you're
11 qualifying "cargo" by defining it as that offered for
12 marine goes by marine and that offered by air, that
13 goes by air.

14 So definitionally that would always be a truism,
15 correct?

16 A It is true that cargo that's supposed to go on ocean
17 transportation would be offered by ocean
18 transportation, and hopefully the contractor will
19 then move it.

20 Q What if cargo that was properly of the type suitable
21 for ocean transportation was instead moved by air,
22 would that, in any fashion, violate terms of a
23 requirements contract?

24 MS. FRANKEN: Objection; calls for a
25 legal conclusion, incomplete hypothetical, I might

1 MR. ROYCE: To his knowledge.

2 THE WITNESS: There would be a variety
3 of areas where tug and barge service-- obviously
4 there's been tug and barge service offered to Alaska,
5 tug and barge service offered to Adak, tug and barge
6 service has been offered to Guantanamo, tug and barge
7 service to Puerto Rico, tug and barge service to
8 Andros Island, tug and barge service to Bermuda.

9 It's been now new-- there's been occasionally
10 some tug and barge business used in Hawaii, and the
11 sea certainly charges tugs and barges on occasion for
12 individual movements.

13 I think that constitutes the majority of it.

14 Q (By Mr. Royce) Transportation of cargo is what I was
15 focussed on.

16 A Dry cargo.

17 Q So it's not an unusual method of transportation
18 within the agency?

19 A No.

20 Q What was your first involvement with the Adak
21 contract?

22 A My involvement in that, as I indicated earlier today,
23 was relating to assisting with the contract
24 solicitation for support of Adak service-- the ocean
25 service that runs between Pacific Northwest and Adak.

1 in analyzing Samson's claim?

2 A I did not.

3 Q Did you supervise others who analyzed Samson's claim?

4 MS. FRANKEN: In the earlier case?

5 MR. ROYCE: This is in the 1993, 1995

6 contract we were talking about.

7 THE WITNESS: That claim was filed what
8 date?

9 MR. GLUCK: That would have been after
10 1995 because the contract--

11 THE WITNESS: I recall being asked
12 several questions about it--

13 MS. FRANKEN: That's as far as you're
14 going to go with him on analysis within the agency
15 regarding the submission of a claim which we all know
16 is privileged.

17 Q (By Mr. Royce) Did you have any role in drafting the
18 solicitation for the contract which began in 1995?

19 A Which is the current contract?

20 Q Yes, the last--

21 A That this claim is based on?

22 Q Exactly.

23 A Yes.

24 Q What was your role?

25 A I was the contracting officer for a time during that

1 made during the solicitation process.

2 Again, the questions will not focus on those
3 aspects of the document.

4 MS. FRANKEN: I am going to object on
5 the basis of authenticity then that this is not the
6 government's solicitation.

7 Q (By Mr. Royce) Mr. Anderson, can you give me an
8 overview of your participation, if any, in drafting
9 any content of the solicitation, Exhibit No. 6?

10 A To the extent that this was the product from military
11 sealift command, I reviewed the document and added
12 and changed some language within the solicitation.

13 Q Okay.

14 A And it was issued by an individual that I supervised.

15 Q Was the initial solicitation a requirements contract
16 or an IDIQ contract, that you recall?

17 A I believe the solicitation was issued as an IDIQ
18 contract.

19 Q Do you have any knowledge as to why this particular
20 contract was issued as an IDIQ contract?

21 A The discussion on the government's requirements,
22 which were extremely uncertain, caused the government
23 to take a look at how the contract was structured.

24 One of the concerns that had been raised by the
25 incumbent contractor, Samson, is that maintaining

1 service when there might be little cargo on an
2 individual sailing under the requirements contract
3 structure as well as comments that we had for other
4 dedicated contract areas where similar issues occur,
5 the government made a determination that one of the
6 advantages when requirement and the government
7 forecasts are uncertain due to changes that the
8 government is making in its presence in that
9 particular location, such as the uncertainty and
10 final closure dates of our Adak installation, and
11 certainly the big variances between what was
12 originally estimated in prior contracts and what
13 actually materialized, discussion was made on how to
14 do two things: how to give a contractor who wants to
15 make an offer some basis to maintain a regularly
16 scheduled service; two, to recognize the fact that
17 the government had changes that were likely to occur
18 but the dates were unknown.

19 A contractor under a dedicated service, since
20 that is really the ocean surface line-- excuse me,
21 lifeline of that particular location, it has to
22 deliver the cargo as it's scheduled to do, regardless
23 of whether on an individual voyage the government has
24 a very small requirement or a very large requirement
25 for that particular voyage sailing.

When the government utilizes ocean carriers who provide regularly scheduled service to a particular area and it is commercially based and the government is simply cargo that is additive to it, then that is not really a concern.

In the case of an operation where the government cargo either forms all or a large portion, the carrier has a legitimate concern that they raise, which is fully understood in the contract solicitation process under previous contracts, but there is variability as this other contract that we've just talked about has, the previous exhibit that you've given me, indicates that there is big variance in the cargo, but the government then looks at an IDIQ as providing a floor to the contractor so that they know how to spread their rates, cost structure, if you will, across that base of cargo to maintain that regularly scheduled service, so it would lower the risk to the contractor to be able to provide service where there is a guarantee, unlike a requirements contract where there is no guarantee.

It also, as I pointed out, takes into account that with the government situation is very subject to change because closure operations on installations sometimes take extensive periods of time, sometimes

1 do not take extensive periods of time, sometimes the
2 decisions are made that all cargo will be taken from
3 that location, and in some cases more cargo is
4 actually brought in and facilities are built up to
5 then be turned over to folks.

6 As a result then, the review was we need steady
7 service. We have a high probability of a much
8 reduced cargo base subject to extreme change which
9 caused a review of the contract to see if we could
10 lower the risk to the contractor and deal with what
11 really was an uncertain situation while still
12 maintaining for our installation up there the service
13 they required.

14 Q Did you play a substantial role in the government's
15 decision to change from a requirements contract to an
16 IDIQ contract?

17 A I would say that that's correct.

18 Q What other individuals participated in making this
19 decision?

20 A There would have been a discussion within military
21 sealift command, some discussion within military
22 traffic management command, so the contracting chain
23 within military sealift command, certainly some
24 discussion with the military traffic management
25 command about that different structure.

1 Within senior operational staff within military
2 sealift command there was probably an explanation
3 made to them as to why it would be different than it
4 had been before, and I think probably there was some
5 discussion that the requiring activity-- simply to
6 talk in general terms about why if the requirements
7 are going to be so subject to change and we do not
8 think that we'll have any good answers on exactly
9 when we might close or substantially change what
10 we're doing, then this might provide a vehicle that
11 would be helpful.

12 Q Is there an issuance date here on Exhibit No. 6?

13 Maybe you could direct me where to look--

14 A I don't see a date-- looks like Page 3 of the
15 exhibit, not numbered where it says, "Date issued:
16 15 March 1995."

17 Q What was the state of knowledge within-- what was
18 your state of knowledge as of March 15th, 1995
19 regarding if the Adak base was going to close?

20 A I think all of it was uncertain.

21 That triggered changes in the length of the
22 contract, triggered different contract time.

23 Certainly there was a lot of close scrutiny put on
24 the volumes involved which were substantially reduced
25 from prior contracts.

1 Our information was that it was subject to
2 change.

3 Q All right. Do you have any knowledge regarding the
4 approximate number of personnel and families living
5 at Adak in the 1993, 1995 time period?

6 A I don't recall.

7 Q Were you ever privy to any information that suggested
8 that the population of Adak may ultimately reach-- of
9 military staff, plus their families, may ultimately
10 reach approximately 10,000 people?

11 A I don't recall that, no.

12 Q Did you have any information regarding whether
13 material and assets had been moved to Adak to support
14 a larger population than existed at Adak in 1993
15 through 1995?

16 A I'm aware of differing information about various
17 plans that were put forth on the size and staffing of
18 Adak.

19 I might point out that that is similar to a lot
20 of plans that are put out on most all these other
21 installations that are in these remote areas where
22 there is discussion, a plan, no actual approvable
23 plan, the plan is talked about, and then another plan
24 is proposed.

25 From that standpoint, certainly we did get

1 STATE OF WASHINGTON) I, Terilynn Pritchard, CCR, RPR,
 2 County of Pierce)) ss CCR # 2047, a duly authorized
) Notary Public in and for the State
) of Washington, residing at
) Auburn, do hereby certify:

5 That the foregoing deposition of **DOUGLAS C.**
 6 **ANDERSON, VOL II** was taken before me and completed on
 7 December 1, 2005, and thereafter was transcribed under my
 direction; that the deposition is a full, true and complete
 transcript of the testimony of said witness, including all
 questions, answers, objections, motions and exceptions;

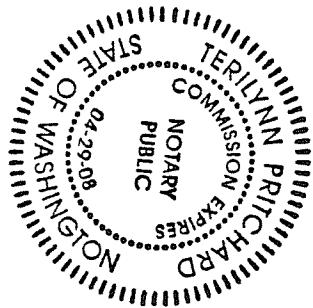
8 That the witness, before examination, was by me
 9 duly sworn to testify the truth, the whole truth, and
 nothing but the truth, and that the witness reserved the
 10 right of signature;

11 That I am not a relative, employee, attorney or
 12 counsel of any party to this action or relative or employee
 13 of any such attorney or counsel and that I am not
 financially interested in the said action or the outcome
 thereof;

14 That I am herewith securely sealing the said
 15 deposition and promptly delivering the same to
 Attorney **William Royce**.

16 IN WITNESS WHEREOF, I have hereunto set my hand
 17 and affixed my official seal this 2nd day of December, 2005.
 18

19 _____
 20 _____
 21 Terilynn Pritchard, CCR, RPR
 22 Notary Public in and for the State
 23 of Washington, residing at
 24 Auburn.
 25



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

SAMSON TUG AND BARGE CO., INC., an)
Alaska Corporation,)
Plaintiff/Appellant)
vs.)
UNITED STATES OF AMERICA,)
acting by and through) Case Number:
THE UNITED STATES DEPARTMENT OF) A03-006 CV Admiralty
THE NAVY MILITARY SEALIFT COMMAND,)
and UNITED STATES DEPARTMENT OF)
THE ARMY MILITARY TRAFFIC)
MANAGEMENT COMMAND,)
Defendants/Appellees.)
JWS

DEPOSITION OF DOUGLAS C. ANDERSON, VOL II

December 1, 2005

Seattle, Washington



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1 Q (By Mr. Royce) All right. Do you know if at some
2 point the military sealift command determined to
3 offer as an alternative a requirements type of
4 contract?

5 A Subsequently military sealift command did make a
6 determination that it would attempt to keep the small
7 business set-aside in place and allow offerors to
8 offer on either an IDIQ basis or a requirements type
9 basis under the contract.

10 Q Mr. Anderson, I understand from your testimony
11 yesterday that you played some substantial role in
12 the consideration of implementing an IDIQ contract
13 for the marine transportation needs of Adak. Is that
14 true?

15 A Yes.

16 Q Did you also participate in discussions wherein it
17 was determined to offer, as an alternative, a
18 requirements based contract?

19 A I was involved in some of the discussions.

20 Q Who was involved in those discussions, besides you?

21 A There would have been a variety of contracting staff
22 within military sealift command; Lucille Ludwig;
23 there would have been discussion with Captain Jim
24 Anderson who I think was the head of contracting at
25 that point; and various other folks within--

CORRECTIONS TO BE NOTED TO DEPOSITION TRANSCRIPT

NAME OF DEPONENT: Douglas Anderson
 DATE OF DEPOSITION: December 1, 2005
 CASE NAME: Samson vs. United States of America

INSTRUCTIONS: Please make changes by listing the page and line number in the places indicated on this sheet and listing the changes to the right.

Page #	Line #	Corrections
19	1	Replace "Giordomo" with "Giordano"
20	23	Replace "B-E-N-E-T-T-I" with "B-I-N-E-T-T-I"
42	2	Place a period after "contractors"
42	3	Capitalize "obviously"
52	13	Replace "is" with "was"
52	15	Replace "Benetti" with "Binetti"
54	9	Delete "in"
70	3	Replace "Yes" with "A Command"
71	13	Insert "CNB may refer to Commander, Naval Base." after period
72	3	Insert "CONAIR may refer to contracted airlift." after period
80	2	Replace "El Mendorf" with "Elmendorf"
81	21	Replace "bureau of personnel" with "Bureau of Naval Personnel"
82	19	Replace "mission" with "message"
84	2	Replace "populus" with "populace"
86	13	Replace "Chief naval operations" with "Chief of Naval Operations" and "is" with "are"
86	14	Insert after means, "it may refer to Commander, U.S. Pacific Fleet,"
86	21	Delete "now" and replace "use" with "used"
86	25	Replace "therefor" with "therefore"
87	1	Replace "theatre" with "theater"
87	14	Replace "of" with "for"
89	17	Replace "Far" with "far" and insert after know. "Should be the Supply Officer."
101	7	Insert after officer. "It may refer to the Caretaker Site Office."
107	8	Replace "The" with "For"
108	1	Replace "world" with "worldwide"

Date: 17 Feb 06

Signed subject to penalty of perjury

Signature

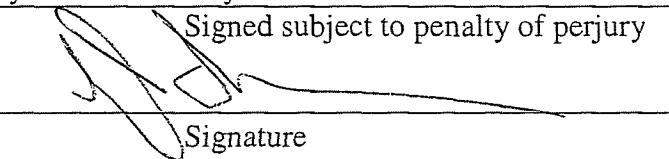
CORRECTIONS TO BE NOTED TO DEPOSITION TRANSCRIPT

NAME OF DEPONENT: Douglas AndersonDATE OF DEPOSITION: November 30, 2005CASE NAME: Samson vs. United States of America

INSTRUCTIONS: Please make changes by listing the page and line number in the places indicated on this sheet and listing the changes to the right.

Page #	Line #	Corrections
6	21	Insert "the" before Citadel
8	10	Insert "the" before U.S. Army and comma after itself
10	8	Replace "we" with "I"
13	21	Insert "but in" after "guess,"
14	2	Replace "spoke" with "spoken"
14	8	Insert "which" after symposiums
14	15	Replace "desires" with "desire"
15	6	Replace "list" with "less"
21	22	Replace "sea-land" with "Sea-Land's"
25	16	Replace "search" with "surge"
25	18	Replace "search" with "surge"
27	17	Insert "a wider" before geographic
30	16	Replace "Military Traffic Command's" with "Military Traffic Management Command's"
32	11	Insert "and" after "Deployment"
32	15	Delete "Commander"
33	2	Insert "operations" after "distribution"
33	6	Change "travelled" to "traveled"
33	10	Replace "decision" with "decisions"
33	23	Replace "apply" with "accomplish"
37	3	Delete "for"
37	12	Replace "scores" with "scored"
38	19	Replace "pooled" with "pulled"
39	25	Insert "the" after teaches
41	8	Replace "a" with "as"
42	11	Replace "than" with "contained in"
43	15	Delete "a" and replace "contract" with "contracts"
49	19	Replace "those" with "there"
50	1	Replace "operations" with "obligations"
52	3	Replace "it" with "at"
53	15	Replace "formally" with "formerly"

Signed subject to penalty of perjury

Date: 29 Nov 2006Signature

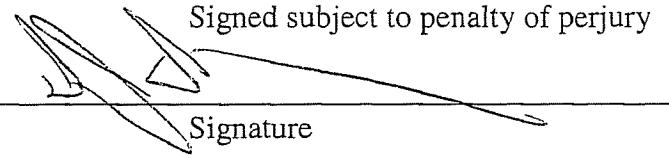
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INSTRUCTIONS: Please make changes by listing the page and line number in the places indicated on this sheet and listing the changes to the right.

Page #	Line #	Corrections
54	6	Insert "the" before surface
54	13	Replace "formally" with "formerly"
54	16	Insert "the" before Military
55	9	Replace "formally" with "formerly"
56	6	Insert ":" After responsible and capitalize "Before" and insert ","
59	8	Insert "covered" before what
60	1	Replace "served" with "sent"
61	7	Replace "is decided" with "decides"
64	14	Replace "you" with "that"
65	15	Replace "supercargo" with "supercargoes"
65	17	Replace "of" with "if"
67	19	Replace "as" with "to" and "delivered" with "deliver"
68	7	Delete ", maybe"
68	8	Delete "his"
69	6	Delete "That's really"
70	8	Insert "such paperwork" after see
70	22	Insert "more" after area
73	24	Replace "proposed" with "proposal"
76	18	Replace "jobs" with "job."
78	17	Insert "discussions" after obviously
79	13	Insert "would review and" after overwatch
84	17	Replace "by" with "for"
92	18	Insert "/" after discussions
97	9	Delete "been"
104	17	Delete "they"
122	3	Replace "is" with "are"
122	13	Replace "carrier" with "carried"
123	18	Insert "a" after being and a "," after contract
125	20	Insert "on" after give
125	21	Insert "," after cargo

Signed subject to penalty of perjury

Date: 29 Nov 2005Signature

CORRECTIONS TO BE NOTED TO DEPOSITION TRANSCRIPT

NAME OF DEPONENT: Douglas Anderson

DATE OF DEPOSITION: November 30, 2005

CASE NAME: Samson vs. United States of America

INSTRUCTIONS: Please make changes by listing the page and line number in the places indicated on this sheet and listing the changes to the right.

Signed subject to penalty of perjury

Date: 21 Jan 2006

Signature

1 STATE OF WASHINGTON) I, Terilynn Pritchard, CCR, RPR,
 2 County of Pierce) ss CCR # 2047, a duly authorized
 3) Notary Public in and for the State
 4) of Washington, residing at
 5) Auburn, do hereby certify:
 6
 7
 8

9 That the foregoing deposition of **DOUGLAS C.**
 10 **ANDERSON** was taken before me and completed on **November 30,**
 11 2005, and thereafter was transcribed under my direction;
 12 that the deposition is a full, true and complete transcript
 13 of the testimony of said witness, including all questions,
 14 answers, objections, motions and exceptions;

15 That the witness, before examination, was by me
 16 duly sworn to testify the truth, the whole truth, and
 17 nothing but the truth, and that the witness reserved the
 18 right of signature;

19 That I am not a relative, employee, attorney or
 20 counsel of any party to this action or relative or employee
 21 of any such attorney or counsel and that I am not
 22 financially interested in the said action or the outcome
 23 thereof;

24 That I am herewith securely sealing the said
 25 deposition and promptly delivering the same to
 Attorney **William Royce.**

26 IN WITNESS WHEREOF, I have hereunto set my hand
 27 and affixed my official seal this 2nd day of December, 2005.
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